

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motorola, Inc.		04/04/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Freescall Semiconductor, Inc.
Street Address:	6501 William Cannon Drive West
City:	Austin
State/Country:	TEXAS
Postal Code:	78735
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2399754	C-5
Registration Number:	2053242	COLDIRE
Registration Number:	2399753	C-WARE CPI
Registration Number:	2417191	C-WARE PARTNER
Registration Number:	2417192	C-WARE PARTNER C-PORT
Registration Number:	2399755	C-WARE
Registration Number:	2764480	DIGITAL DNA
Registration Number:	2672400	DIGITAL DNA
Registration Number:	2178802	DIGITAL DNA
Registration Number:	2175228	QORUS
Registration Number:	1919309	STARCORE
Registration Number:	2527910	STREAMASTER
Registration Number:	1937656	SYMPHONY
Serial Number:	78173171	ALTIVEC
Serial Number:	75589456	C-PORT

TRADEMARK

REEL: 002892 FRAME: 0687

900010297

OP \$690.00 2399754

Serial Number:	78059613	DIGITAL DNA
Serial Number:	76567257	FREESCALE
Serial Number:	78376532	FREESCALE SEMICONDUCTOR
Serial Number:	78080651	INNOVATIVE CONVERGENCE
Serial Number:	76320037	
Serial Number:	76320038	
Serial Number:	78376535	
Serial Number:	76112443	MOBILEGT
Serial Number:	78176973	STARCORE
Serial Number:	78174975	SYMPHONY
Serial Number:	76384866	XTREMESPECTRUM
Serial Number:	76075422	XTREMESPECTRUM

CORRESPONDENCE DATA

Fax Number: (512)536-4598

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 512.474.5201

Email: aotrademark@fulbright.com

Correspondent Name: Shannon T. Vale

Address Line 1: 600 Congress Ave., Suite 2400

Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	FRES:010/10404371
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NAME OF SUBMITTER:	L. Alison Davis
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered pursuant to that certain Intellectual Property Assignment Agreement (the "Agreement") dated as of April 4, 2004, between **MOTOROLA, INC.**, a corporation organized and existing under the laws of the State of Delaware, and having a principal place of business at **1303 East Algonquin Road, Schaumburg, Illinois, United States of America** ("Assignor") and **FREESCALE SEMICONDUCTOR, INC.**, a corporation organized and existing under the laws of the State of Delaware, and having a principal place of business at **6501 William Cannon Drive West, Austin, Texas 78735** ("Assignee").

Capitalized terms used in this Trademark Assignment have the same meanings given to them in the Agreement.

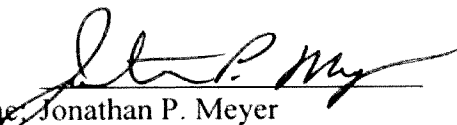
The Assignor has delivered this instrument signed by the Assignor to enable the Assignee to file it with any appropriate governmental agency to indicate ownership of Registered Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Assignee under the Agreement and other instruments of transfer delivered in connection with the Agreement.

- I. For good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:
 - (a) the registered trademarks and applications for registration of trademarks specifically listed in Attachment A to this Trademark Assignment; and
 - (i) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;
 - (ii) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;
 - (iii) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and
 - (iv) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Assignor in all related matters.

2. This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the execution of the Agreement, if and only if the such execution occurs, (b) benefits and binds the parties to the Agreement and their respective successors and assignees and (c) does not modify or affect, and is subject to, the provisions of the Agreement.

The undersigned has signed this Trademark Assignment as of April 4, 2004.

MOTOROLA, INC.

By: 
Name: Jonathan P. Meyer
Title: Senior Vice President and Director
Patents, Trademarks & Licensing

STATE OF ILLINOIS
COUNTY OF COOK

On April 4, 2004 before me, Gabrielle Richards (the undersigned notary), personally appeared Jonathan P. Meyer personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, Motorola, Inc., upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public [Seal]



ATTACHMENT A

Country United States

Mark

ALTIVEC

Application Date

10/10/2002

Application Number

78/173171

Mark

C-5

Application Date

8/12/1999

Application Number

75/773520

Registration Date

10/31/2000

Registration Number

2399754

Mark

COLD FIRE

Application Date

1/18/1995

Application Number

74/622678

Registration Date

4/15/1997

Registration Number

2053242

Mark

C-PORT

Application Date

11/25/1998

Application Number

75/589456

Mark

C-WARE CPI

Application Date

8/12/1999

Application Number

75/773519

Registration Date

10/31/2000

Registration Number

2399753

Mark

C-WARE PARTNER C-PORT & Design

Application Date

8/12/1999

Application Number

75/773518

Registration Date

1/2/2001

Registration Number

2417191

Mark

C-WARE PARTNER

Application Date

8/12/1999

Application Number

75/773517

Registration Date

1/2/2001

Registration Number

2417191

Mark

C-WARE

Application Date

8/12/1999

Application Number

75/773521

Registration Date

10/31/2000

Registration Number

2399755

Mark

DIGITAL DNA

Application Date

7/24/2001

Application Number

78/059613

Mark

DIGITAL DNA

Application Date

11/7/1997

Application Number

75/386329

Registration Date

9/16/2003

Registration Number

2764480

Mark

DIGITAL DNA

Application Date
10/23/1997**Application Number**
75/378434**Registration Date**
1/7/2003**Registration Number**
2672400**Mark**

DIGITAL DNA

Application Date
4/7/1995**Application Number**
74/660305**Registration Date**
8/4/1998**Registration Number**
2178802**Mark**

FREESCALE

Application Date
12/30/2003**Application Number**
76/567257**Mark**

FREESCALE SEMICONDUCTOR & Design

Application Date
3/1/2004**Application Number**
78/376532**Mark**

INNOVATIVE CONVERGENCE

Application Date
8/22/2001**Application Number**
78/080651**Mark**

Loop Design

Application Date
10/1/2001**Application Number**
76/320037**Mark**

Loop Design

Application Date
10/1/2001**Application Number**
76/320038**Mark**

Miscellaneous Design (Rectangles)

Application Date
3/1/2004**Application Number**
78/376535**Mark**

MOBILEGT

Application Date
8/18/2000**Application Number**
76/112443**Mark**

QORUS

Application Date
6/20/1994**Application Number**
74/540202**Registration Date**
7/21/1998**Registration Number**
2175228**Mark**

STARCORE

Application Date
10/22/2002**Application Number**
78/176973**Mark**

STARCORE

Application Date
8/2/1993**Application Number**
74/420835**Registration Date**
9/19/1995**Registration Number**
1919309

Mark

STREAMASTER

Application Date

11/17/1998

Application Number

75/590400

Registration Date

1/8/2002

Registration Number

2527910

Mark

SYMPHONY

Application Date

9/4/1992

Application Number

74/310931

Registration Date

11/28/1995

Registration Number

1937656

Mark

SYMPHONY

Application Date

10/16/2002

Application Number

78/174975

Mark

XTREMESPECTRUM

Application Date

3/18/2002

Application Number

76/384866

Mark

XTREMESPECTRUM

Application Date

6/22/2000

Application Number

76/075422